



State of Utah

Department of Natural Resources

ROBERT L. MORGAN
Executive Director

Division of Oil, Gas & Mining

LOWELL P. BRAXTON
Division Director

OLENE S. WALKER
Governor

GAYLE F. McKEACHNIE
Lieutenant Governor

April 8, 2004

Virgil Anderson
Anderson Engineering Company, Inc.
977 West 2100 South
Salt Lake City, Utah 84119

Subject: Approval of Transfer of Notice of Intention from Anderson Engineering Company, Inc. to Atlantic Richfield Company, Lime Peak Quarry, S/049/044, Utah County, Utah

Dear Mr. Anderson:

On March 29, 2003, we received the completed Transfer of Notice of Intention of Small Mining Operation to transfer the Lime Peak Quarry small mining project located in SE1/4 of SE1/4 of SW1/4 of Section 4, T10S, R2W, Utah County, Utah from Anderson Engineering Company to Atlantic Richfield Company (ARCO). The Division Director signed and executed the transfer document on April 7, 2004. The Division hereby officially releases Anderson Engineering Company, Inc. from any further mining or reclamation responsibilities at the Lime Peak Quarry site. ***However, you are not yet released from the Fitchville Quarry site.***

Anderson Engineering originally permitted and received acceptance to create up to one acre of surface disturbance at both the Lime Peak Quarry and Fitchville Quarry. Because of their close proximity, these two quarries were permitted under one permit. Anderson Engineering posted a \$5,000 reclamation bond in the form of a Certificate of Deposit issued by Zions Bank to cover up to a total of one acre disturbance. A Reclamation Contract was also submitted, which is directly tied to the surety.

When ARCO submitted the transfer document to take over this site, it only included the Lime Peak Quarry. Along with the transfer form was a letter from Anderson Engineering informing us that they would only be removing rock from the Lime Peak site, and requested that the Fitchville Quarry portion of the permit be closed.

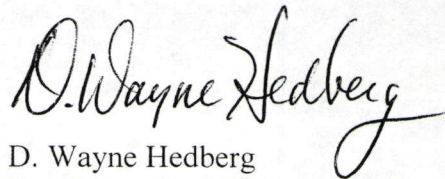
Virgil Anderson
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S/049/044
April 8, 2004

ARCO has since posted a \$17,000 surety bond to include up to five acres of disturbance at the Lime Peak Quarry site. This surety can effectively replace the \$5,000 posted by Anderson Engineering. However, before we can close the Fitchville Quarry portion of the permit and release the \$5,000 surety, we will need to perform a site inspection to verify that Anderson Engineering did not create any disturbance at the Fitchville Quarry site. We hope to accomplish that inspection within the next two week period. At that time, if the site can be officially released, we will provide a letter to you and to Zions Bank authorizing release of the \$5,000 surety back to Anderson Engineering.

Thank you for your help in finalizing this permitting process in transferring this project. It has been a pleasure working with you and your company.

Please call if you have any questions or concerns regarding this letter.

Sincerely,

A handwritten signature in black ink that reads "D. Wayne Hedberg". The signature is written in a cursive, flowing style.

D. Wayne Hedberg
Permitting Supervisor
Minerals Regulatory Program

DWH:jb
O:\M049-Utah\s0490044-limepeak-fitchville\draft\transfer-release-04082004.doc

UTAH STATE DEPARTMENT OF NATURAL RESOURCES

Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

UTAH MINED LAND RECLAMATION ACT
Chapter 8, Title 40
Utah code Annotated
Amended 1987

RECEIVED

MAR 29 2004

DIV OF OIL GAS & MINING

TRANSFER OF NOTICE OF INTENTION
SMALL MINING OPERATIONS

SMALL MINING OPERATION

Name of Claim/Mine: Lime Peak Quarry

File Number as Assigned by DOGM (Original Notice): S / 049 / 044

Legal Description (Location of Lands Affected):

SE SE SW 4 10S 2W Utah
1/4 1/4 1/4 Section Township Range County

Attach a topographic map (labeled as Appendix "A") of suitable scale (max. scale, 1 inch = 200 ft., 1 inch = 100 ft. preferred) which clearly outlines the existing disturbed area boundaries affected by the small mining operation through the date of this transfer.

CURRENT OPERATOR (Transferor)

Name of Company/Operator: Anderson Engineering Company, Inc.

Address: 977 West 2100 South

City: Salt Lake City State: Utah Zip Code: 84119

Telephone Number: (801) 972-6222

Signature: Virgil B. Anderson

Name (Type or Print) Virgil B. Anderson

Title/Position: Principal

Date: March 24, 2004

I hereby transfer the notice of intention and the reclamation obligation for the aforementioned small mining operation to:

NEW OPERATOR (Transferee)

Name of Company/Operator: Atlantic Richfield Company

Address: 317 Anaconda Road

City: Butte State: MT Zip Code: 59701

Telephone Number: (406) 782-9964

I hereby commit to conduct mining operations and to reclaim the aforementioned small mining operation as required by the Utah Mined Land Reclamation Act (40-8) and Minerals Rules R647-3 et seq. as promulgated and approved by the Board of Oil, Gas and Mining.

Pamela Kaye

Signature (New Operator)

PAMELA KAYE

Name (Type or Print)

ENVIRONMENTAL BUSINESS MGR.

Title/Position

Subscribed and sworn before me this 26th day of March, 2004.

Shirley Jerdal

Notary Public

My Commission Expires:

June 28, 2004.

State of Montana)

County of Silver Bow) ss.

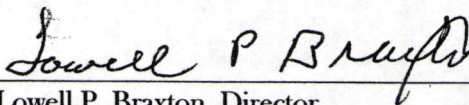
DIVISION APPROVAL CERTIFICATION

This is to certify that I have examined this application for transfer of the aforementioned small mining operation and do hereby grant approval of the same, subject to the following limitations:

- (a) This transfer of small mining permit grants only the right to affect the lands as legally described in this application.
- (b) The transferee, or such other person as required by UCA 1953, Title 40-8, as amended, has acquired the legal right to enter and mine the lands as described in this application.
- (c) A topographic map of suitable scale is attached (as Appendix "A") which clearly outlines and labels the existing disturbed area boundaries through the date of this transfer.

COMMENTS:

APPROVED BY:



Lowell P. Braxton, Director
Division of Oil, Gas and Mining

Effective Date: 4/7/07

Atlantic Richfield Company

ATLANTIC RICHFIELD COMPANY POWER OF ATTORNEY

RECEIVED

MAR 29 2004

DIV OF OIL GAS & MINING

KNOW ALL MEN BY THESE PRESENTS, that

ATLANTIC RICHFIELD COMPANY (doing business from time to time as "Group Environmental Management") (the "Company"), a corporation organized and existing under the laws of the State of Delaware, United States of America, hereby makes, constitutes, and appoints:

| | | |
|----------------------|-------------------|--------------------|
| Arden Ahnell | Ralph Moran | Joe Naccache |
| Lisa A. Smith | Kiran Chaudhari | Lawrence K. Malnor |
| Richard M. Frankoski | William B. Barber | Chris J. Olson |
| Robin Bullock | Vladimir Babich | Dan Ferriter |
| Steve Ferry | Rob Jordan | Pam Kaye |
| Dave McCarthy | Marci Sheehan | Chuck Stilwell |
| Debbie Tesdal | Mark Brekhus | Anthony R. Brown |
| Michael Hagood | Walter Hufford | Werner Sicvol |
| Cynthia Kezos | Michael McAnulty | Terry Moore |
| Duronda Smith | Michael Whelan | Susan L. Sharp |

of Lisle, Illinois, or any of them, its true and lawful attorneys, for it and in its name and behalf and for the sole and exclusive benefit of Company to execute and deliver any and all of the following instruments requiring execution and delivery in the name of the Company:

- a. To represent and act on behalf of the Company in all environmental remediation matters and to provide environmental investigation and support regarding any present or former Company facilities, including above or underground storage tank systems and related equipment at such facilities, if any, for which the Company is or is alleged to be responsible, as a result of past, present or future operations, assets or holdings of the Company, or any combination thereof, including but not limited to the following:



A BP affiliated company

- i. To enter into and deliver contracts on behalf of the Company with regard to environmental remediation, environmental investigation and related environmental support activities to be undertaken at such facilities with respect to any tank systems, releases or spills alleged, suspected or confirmed to have come therefrom, and the settlement or compromise of claims;
 - ii. In coordination with the Company's attorneys, to correspond, communicate and negotiate with any claimants and with any federal, state and/or local governmental agencies with respect to any actual or alleged liability or responsibility of the Company for environmental remediation, environmental investigation and related environmental support at such facilities, and any tank systems or known suspected or alleged releases, and as necessary and appropriate, to coordinate such correspondence, communication and negotiations with attorneys assigned by the Company or GEM;
- 3. In coordination with the Company's attorneys, to correspond, communicate and negotiate with any claimants and with any federal, state and/or local governmental agencies with respect to any actual or alleged liability or responsibility of the Company for environmental remediation, environmental investigation and related environmental support at such facilities, and any tank systems or known, suspected or alleged releases, and as necessary and appropriate, to coordinate such correspondence, communication and negotiations with attorneys assigned by the Company or GEM;
- iii. To execute and deliver any and all documents in connection with the conduct of environmental remediation, environmental investigation and related environmental support activities and plans with respect to any confirmed, suspected or alleged releases or spills, including contracts for seeking reimbursement of remediation expenses pursuant to applicable laws.
- b. To represent and act on behalf of the Company, and to delegate to contractors selected by you with the approval of GEM or the Company, the authority to do and perform on behalf of the Company the following tasks and activities in connection with

environmental remediation, environmental investigation and related environmental support activities to be undertaken at such facilities:

- i. Preparation, execution and submittal of all necessary applications to obtain environmental permits and/or renewals of such permits, as may be required by state, federal or local authorities;
- ii. Execution of approved access agreements for the right of entry to properties owned by third parties;
- iii. Preparation and execution of any and all environmental reports and correspondence to be submitted to any federal, state and/or local governmental agencies, as may be required by any federal, state or local laws, regulations or ordinances;
- iv. Preparation and execution of any and all approved documents required to obtain a right of way from third parties;
- v. Preparation and execution of any property transfer forms required by federal, state or local laws, for the Company's sale of any real property interests in such facilities;
- vi. Preparation and execution of any and all documents relating to well disclosures;
- vii. Preparation, execution and submittal of applications for reimbursement to state insurance funds in accordance with any applicable laws and regulations, and handling any and all appeals from decisions of state insurance funds and/or administrators as authorized by law;
- viii. Contracts of insurance, indemnity and guaranty;
- ix. Contracts of labor and employment; collective bargaining agreements;
- x. Settlement agreements, releases of claims or causes of action of litigation;

- xi. Contracts for the purchase and sale of goods and services;
- xii. Bills, notes, checks and receipts;
- xiii. Contracts, applications, bids, offers, bonds, permits, and all other instruments with the United States Government or any agency thereof, and the states and territories of the United States of America, or agencies thereof;

and TOGETHER with full power and authority to execute any amendments, modifications, supplements, releases, renewals, extensions, cancellations, assignments and transfers of and pertaining to any of the instruments herein set forth, and to supply all things necessary or desirable to enable the Company to acquire, handle, maintain, extend, perpetuate, transfer or dispose of any and all rights created or evidenced by such instruments or to conduct, engage in and transact any and all lawful business of whatever nature or kind on behalf of the Company; with full force and effect as if authority had been granted in each particular case by the Board of Directors of this Company, hereby expressly ratifying and confirming any and all acts heretofore performed under and by virtue of the powers and authority hereby conferred.

Not by way of limitation, but by way of confirmation, the powers and authority hereby conferred shall include any and all of the above-described instruments and rights which may cover or pertain to lands of the United States of America or any state or territory thereof; or oil, gas, and mineral rights owned by the United States of America or any state or territory thereof; or Tribal and Allotted Indian Lands.

Company hereby agrees to be bound by all acts and representations of said named persons and each of them, done or made pursuant to the power and authority herein granted and waives all defenses to disaffirm or negate all actions performed by them, or any of them, pursuant thereto.


Company represents and warrants that there is not now any agreement or understanding, oral or written, between it and said named persons and each of them, and that it will not during the term hereof enter into any agreement or understanding with them, or any of them, whereby they, or any of them, acquire or will acquire in any manner whatsoever, any interest in any oil, gas, or mineral lease or any application or offer therefore, or any assignment thereof, executed by them, or any of them, as attorney for Company pursuant to the power and authority granted herein. Further, the power and authority

granted herein is subject to the specific limitation that the exercise thereof shall be for the sole and exclusive benefit of Company pursuant to the power and authority granted herein and shall not be on behalf of any other person in whole or in part. Further, to the extent that the power and authority granted herein permits said named persons to file federal simultaneous oil and gas lease applications or offers, said named persons are prohibited from filing such applications or offers on behalf of any other party except Company.

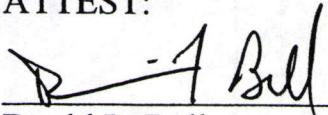
The power and authority hereby conferred upon said named persons shall be effective as of October 6, 2003, and shall continue in full force and effect as to each of them until December 31, 2005, unless notice of revocation in writing is duly given by the Company prior to such date.

IN WITNESS WHEREOF, COMPANY, has caused its corporate name to be subscribed and its corporate seal affixed hereto and attested in the City of Lisle, County of DuPage and State of Illinois, United States of America, this 27 day of October 2003.

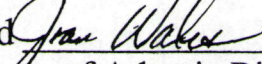
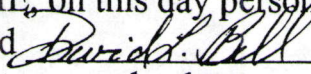
**ATLANTIC RICHFIELD
COMPANY**

By: 
Joan L. Wales
Executive Vice President

ATTEST:

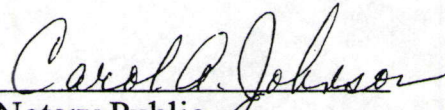

David L. Bell
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF DuPage)

BEFORE ME, on this day personally appeared ,
Vice President, and , Secretary of Atlantic Richfield
Company, known to me to be the persons whose names are subscribed to the

foregoing instrument, and acknowledged to me that they executed the same for the purposes therein expressed, and in the capacities therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October ____, 2003.


Notary Public

